

Exhibit A

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Wagner, Robert, Partner & Minor LLP, operates in coordination with our associated English limited liability partnership in the offices listed above.

01/22/2007 10:52 FAX

Received 01/22/2007 10:28AM in 02:00 on line [0] for PD003010 * Pg 3/6

07008418

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We may also take into account additional factors in performing our services, such as unusual time limitations, particularly favorable results obtained, the unusual level of skill required, the efficiency with which the services were performed and other relevant considerations.

Other charges for which we will bill you for this engagement are described on the enclosed current schedule of charges, which is subject to adjustment from time to time.

We anticipate submitting to you monthly invoices, which will be payable upon the closing of the financing transaction or within 30 days of the abandonment, withdrawal, or postponement of the transaction. If the transaction cannot be completed because of changes in market conditions, or if the transaction needs to be postponed because of changes in market conditions, we will consider discounting the amount of our billing for this matter.

In the event you have a fee dispute with us in an amount that is between \$1,000 and \$50,000, you may have the right to seek resolution of that dispute in arbitration under Part 137 of the Rules of the Chief Administrator, New York State Office of Court Administration. For further information about the fee dispute arbitration procedures, please refer to the text of Part 137, available on the internet at www.courts.state.ny.us/admin/feedispute.

CONFIDENTIALITY

We will keep confidential any confidential information you provide to us, except as required or authorized by law or, with respect to confidential information that is not protected by the attorney-client privilege, as necessary in our judgment to perform the services you have engaged us to perform. You are under no obligation to keep any information or advice we provide to you confidential, and you may disclose to others any such information or advice that you do not wish to remain privileged or confidential.

CONFLICT PROVISIONS

You agree that our Firm may represent other persons or entities whose interests are adverse, whether in transactions, bankruptcy, litigation, or arbitration or other adverse proceedings, to your interests in matters not substantially related to matters we are handling for you.

We agree, however, that your consent to adverse representation shall not apply in any instance where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your material disadvantage unless we have screened our lawyers and paralegals who have such information from any involvement in the adverse representation.

TERMINATION OF ENGAGEMENT

Following termination of our engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you; our own files, including lawyer work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

Received 01/22/2007 10:28AM in 02:00 on line [0] for PD003010 * Pg 4/6 07008418
01/22/2007 10:52 FAX 004

ACCEPTANCE

This letter constitutes the entire understanding between you and Mayer, Brown, Rowe & Maw LLP and supersedes all prior understandings, written or oral, relating to its subject matter. Any change must be made or confirmed in writing. If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by signing the enclosed copy of this letter in the space provided below.

On behalf of Mayer, Brown, Rowe & Maw LLP, I thank you for the opportunity to be of service.

Sincerely,

Peter Lomax

We agree to the foregoing terms:

STEPHENS CORI CAPITAL ADVISERS

By: _____

GROUP METRO

By: _____

Date: _____

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Received 01/22/2007 10:28AM in 02:00 on line [0] for PD003010 * Pg 5/6
01/22/2007 10:52 FAX

005

Mayr, Brown, Rowe & Maw LLP
U. S. Office

Schedule of Non-Fee Charges to Clients

July 1, 2003

I. Long Distance Telephone

We purchase our long-distance telephone service from telecommunications providers at discounted rates. We charge clients at rates calculated to recover our cost.

II. Automated Research

We purchase services from Lexis and Westlaw at fixed monthly rates which are substantially below their published rates. We charge clients for the Lexis and Westlaw connections at rates calculated to recover our cost.

III. Telnetix Service

We charge clients \$1.00 per page, plus applicable long distance telephone charges regardless of length at our discounted rates. There is no charge for incoming telefaxes.

IV. Document Reproduction

We charge clients for standard-size internal black and white copies at the rate of \$1.15 per page. We charge clients for standard-size internal color document reproduction (if specifically requested by clients) at the rate of \$1.00 per page. We currently reproduce documents using photocopiers, laser printers, and digital copiers, and may in the future use other means of reproduction. Outside copying is charged at actual out-of-pocket cost.

V. Secretarial, Word Processing and Proofreading Services

We accrue for client accounts document preparation charges at the rate of \$30 per hour for word processors and secretaries generally when documents (originals or amendments) of over 10 pages are prepared or for secretarial overtime. Proofreading services accrue at the rate of \$65 per hour.

01/22/2007 10:53 FAX

Received 01/22/2007 10:28AM in 02:00 on line [0] for PD003010 * Pg 6/6

07008418
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VI. Postage.

We charge clients at cost for postage when the cost of mailing is \$1.00 or more.

VII. Out-of-pocket Disbursements.

The following types of disbursements when related to a client matter are charged at the firm's cost:

Advances on behalf of clients (e.g., tax payments, filing fees, title charges)
Consultants' and expert witnesses' fees and expenses
Courier and messenger services
Court reporters
Equipment when purchased solely for a client matter
Meals
Outside services (including cost of litigation support services purchased from outside vendors)
Service of process
Records searches
Supplies (when amounts are large or type of supply item is special)
Tax return processing charges
Taxis, cabs, parking (local)
Travel (airfare, hotels, meals, car rentals, fees of travel agencies and professionals, trade and incidentals)*
Trial exhibits
Witness fees and costs
Other items not covered above that are directly attributable to a client matter

*We use commissions paid to our travel agents by hotels and auto rental companies to reduce the costs to us of our Travel Department.

VIII. Items Not Charged to Clients.

Administrative overhead
Air conditioning and electricity for overtime work
Client entertainment
Local and suburban telephone calls
Rent for conference rooms